# **EXHIBIT 3**

San Antonio TX 78265-9754

P O Box 659754

January 13, 2012

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DAVID CHASMAN 535 W 110TH ST APT 3A NEW YORK NY 10025-2022

## Questions? Just call us at:

Personal Accounts:	1-800-935-9935
Para Español:	1-877-312-4273
Business Banking:	1-800-242-7338
TDD/TYY:	1-800-242-7383
TDD/TYY:	1-800-242-73



# **Retirement Certificate of Deposit**

Maturity and Automatic Renewal Notice Account Number ending in \*\*\*\*\*\*\*\*8477

Terms of Deposit	<u>Current</u>	<u>Renewal</u>
Maturity Date	January 30, 2012	January 30, 2015
Term	36 Months	36 Months
Interest Payment Frequency	Annually	Annually
Interest Compounding	Daily	Daily
Projected Value at Maturity	\$39,692.02	To be Determined
Projected Interest Earnings During Term	\$10,116.35	To be Determined
Interest Rate	12.00%	See Below Information
Annual Percentage Yield <sup>1</sup>	12.00%	See Below Information

We know how important it is to save for the future. That's why we want to let you know on January 30, 2012 your Retirement Certificate of Deposit (CD) will mature with a projected value of \$39,692.02.

- When your CD matures, it will automatically renew for the same term "36 Months at the standard (non-special) interest rate in effect on the renewal date. We often have CD Special interest rates that are higher than the standard interest rate. Please visit any of our branches or call us at the number listed above within 10 calendar days after your CD's maturity date to learn about the options that are available to you.
- If you wish to transfer your funds to another account or redeem your CD, you must do so within 10 days after January 30, 2012. Please note that if you redeem your CD, no interest will be paid after January 30, 2012.

Should you decide not to take action and let your CD renew, below is an example of the interest rate and APY in effect as of 01/13/2012. If your CD is linked to an active checking account, you will be eligible for higher Relationship rates. This is for informational purposes only and may not reflect the interest rate you receive at renewal. Rates are subject to change. Please contact your banker after the maturity date for interest rate and active qualifying checking account information.

## **Current Rate and Term Information**

Term	36 Months
Standard Non-Relationship Interest Rate as of January 13, 2012	0.35%
APY as of January 13, 2012	0.35% APY
Standard Relationship Interest Rate as of January 13, 2012	0.50%
APY as of January 13, 2012	0.50% APY

 The terms and conditions of your renewed CD are outlined on the back of this notice. As a reminder, penalties may apply for withdrawals made prior to maturity.

We are here to help you make the best decision for your maturing funds. To learn more, visit a branch today, or call us at the number listed above.

Thank you for choosing Chase.

<sup>&</sup>lt;sup>1</sup>The Annual Percentage Yield (APY) for your CD/Retirement CD is calculated using the term and deposit amount as of the issue/renewal date or maintenance effective date. The APY assumes interest will remain on deposit until maturity.

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### Disclosure of Specific Terms for CDs

#### GENERAL FEATURES

The standard minimum deposit amount to open a CD is \$1,000. Subsequent deposits are not permitted except during the ten-day grace period. Unless otherwise noted, CD means either the Certificate of Deposit or Retirement Certificate of Deposit, held by the Bank in your name. By opening your CD, you have agreed to keep the funds on deposit for the agreed upon stated term.

The terms identified herein and those terms on the Deposit Receipt, including the interest rate and Annual Percentage Yield, shall apply during the entire term of the CD. If your CD is automatically renewable, the Bank may change any provision of these terms for successive renewal periods (the interest rate and the Annual Percentage Yield ("APY") may be modified pursuant to Maturity Conditions section) with ten days written notice prior to the maturity date.

## INTEREST CALCULATION METHOD

We use the daily balance method to calculate interest on your CD. This method applies a periodic rate each day to the principal balance. Interest begins to accrue on the business day you deposit cash or noncash items. Interest for CDs is calculated on a 365-day basis, although some business CDs may calculate interest on a 360-day basis. The APY disclosed on the face of your Deposit Receipt, which is considered part of these terms and, if applicable, on the maturity notice, assumes interest will remain on deposit until maturity. On maturities of more than one year, interest will be paid at least annually (unless an existing CD was previously set to pay interest at maturity). The amount paid (or accrued, if interest is payable at maturity) will be reported to the IRS each calendar year (excludes Retirement CDs). A withdrawal will reduce earnings.

#### **MATURITY CONDITIONS**

A. Automatically Renewable CDs: Your CD will automatically renew for the same time period as the initial term, and thereafter for successive like periods of time, with an interest rate then in effect on the renewal date for like term CDs to be applicable during such time period. This will not apply if you withdraw your funds during the ten-day grace period following the maturity date. Withdrawals made during the grace period are not subject to early withdrawal penalties (described in the Early Withdrawal Penalties section). If your CD is redeemed during the ten-day grace period, it will not earn interest after the maturity date.

B. Single Maturity CDs: Your CD will not automatically renew on the maturity date.

No interest is earned or paid after the maturity date.

## **CD SPECIAL INTEREST RATES**

If your CD has a CD Special interest rate, that rate applies only to the initial CD term. At the time of renewal, your CD will automatically renew for the same term at the standard (non-special) interest rate in effect on the renewal date.

## **EARLY WITHDRAWAL PENALTIES**

There is a penalty for withdrawing funds prior to the maturity date. If the term of the CD is less than 365 days, the early withdrawal penalty is equal to \$25.00 plus 1% of the amount withdrawn. For terms of one year or more, the early withdrawal penalty is equal to \$25.00 plus 3% of the amount withdrawn. If the withdrawal occurs within seven (7) days after the date of deposit, the amount of the early withdrawal penalty shall be calculated as above, but in no event shall it be less than the accrued interest. Early withdrawal penalties may require a reduction in the principal amount if the amount of accrued and unpaid interest on the deposit is less than the penalty. Early withdrawal penalties will be waived under the following circumstances:

- Withdrawal of accrued or paid interest;
- Withdrawal due to the death of a CD owner (including Totten Trust) or a grantor of a revocable family/living trust;
- Withdrawal due to the disability of a CD (excluding Retirement CD) owner\*;
- Withdrawal due to the disability of a Retirement CD owner;
- Withdrawal due to the judicial determination of legal incompetence of a CD owner;
- Re-titling of a CD (excluding Retirement CD) to transfer ownership of funds into a living trust without moving funds from the Bank and where no change in term or rate occurs:
- Re-titling of a Retirement CD in a Coverdell Education Savings Account to change beneficial owner without moving the funds from the Bank and where no change in term or rate occurs;
- Withdrawal by a Retirement CD owner who is 59½ or older where the funds are taken as a distribution by the Retirement CD owner via cash, check or deposit or transfer to a non-retirement account. Excludes transfers to another financial institution (The withdrawal will be reported to the IRS as a retirement distribution.);
- Withdrawal by a Retirement CD owner who is under age 59½ for these reasons as defined by section 72 (q), (t) or (v) of the Internal Revenue Code:
- Payment of qualfiying health insurance premiums after separation from employment\*;
- Payment of medical expenses in excess of 7.5% of the retirement owner's adjusted gross income\*;
- Payment of qualified education expenses\*:
- Payment of first-time home purchase expenses\*;

- Payment of retirement funds directly to IRS due to IRS levy\*;
- Substantially equal periodic payments\*;
- Withdrawal by a Retirement CD owner who is revoking their Traditional IRA/SEP/SARSEP or Roth IRA within seven days of plan establishment (must forfeit accrued interest);
- Withdrawal from a Retirement CD of an excess annual retirement contribution and any attributable earnings\*;
- Withdrawal from a Retirement CD for one of the following reasons without moving funds from the Bank and where no change in term or rate occurs:
- converting or reconverting Traditional IRA/SEP/SARSEP funds to a Roth IRA;
- recharacterizing Traditional IRA/SEP/SARSEP funds to a Roth IRA or vice versa;
- direct rollover of Money Purchase Pension Plan or Profit Sharing Plan to a Traditional IRA/SEP/SARSEP/Roth IRA;
- \* Except during the first seven days following account opening or for withdrawals made within six days of a previous withdrawal, in which case the penalty must always be applied.

#### RECORD RETENTION

We shall abide by federal and applicable state record retention laws and may dispose of any records that have been retained or preserved for the period set forth in these laws. Any action by or against us based on, or the determination of which would depend on, the contents of records for which a period of retention or preservation is set forth in these laws shall be brought within the time for which the record must be retained or preserved, unless applicable law provides a shorter limitation period. Any action against us on an automatically renewable CD must be brought within the retention period applicable to that CD based on the stated maturity date in the most recent record evidencing the existence and term of the CD.

#### **ADVERSE CLAIM**

Upon receipt of oral or written notice from any party of a claim regarding the CD, we may place a hold on your CD, and shall be relieved of any and all liability for our failure or refusal to honor any withdrawal instruction. We may file an action in interpleader with respect to any CD where we have been notified of disputed claims to that CD. If any person asserts that a dispute exists, we are not required to determine whether that dispute has merit in order to refuse to honor the withdrawal instruction, or to interplead any funds in the CD.

## FEES

## CDs AND RETIREMENT CDs

Legal Processing Fee (garnishment, tax levy, etc.) Up to \$125.00/order

Account Research Fee \$25.00/hour

## RETIREMENT CDs

IRA Annual Fee: A fee of \$30 will be charged annually on May 1 (or the first business day in May) for each Traditional IRA, SEP, SARSEP and Roth IRA ("IRA") plan you own unless at least one of the following applies to such plan as of April 30 (or last business day in April):

- you maintain an active Chase checking account
- a contribution of \$1,000 or more is made to the IRA during the last 12 months ending April 30 (or last business day in April)
- you are a Traditional IRA, SEP, or SARSEP participant age 70 1/2 or older and are subject to taking Required Minimum Distributions from your plan

**Trustee-to-Trustee Transfer Fee:** The fee for a trustee-to-trustee transfer to another institution via a check or ACH is \$50. If the transfer amount requested is less than 100% of the balance of your plan, the applicable fee will be deducted from your account(s). If the transfer amount requested is equal to 100% of the balance of your plan, the applicable fee will be deducted from the balance before the transfer is made.

